

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) made this ____ day of _____, 2023, is effective as of 11/21/2023, 2023 (the “Effective Date”), between the City of Coral Gables (the “City” or “Licensor”), a municipal corporation of the State of Florida, having its principal address at 405 Biltmore Way, Coral Gables, Florida 33134, and Bonjour, LLC a limited liability company of the State of Florida, having its principal address at 16650 SW 88 Street, Miami, FL 33196 (“Licensee”).

WHEREAS, the City owns that certain real property located at 997 North Greenway Drive, Coral Gables, Florida 33134 now known as the “Coral Gables Golf & Country Club” (the “Country Club”); and

WHEREAS, pursuant to Resolution No. 2023-292, the City Commission waived the competitive process of the Procurement Code for the engagement of a licensor to operate the café area located within the Country Club; and

WHEREAS, the City has agreed to allow Licensee to exclusively use, for purposes of managing the food and beverage service, that portion of the Country Club that includes the café area as described and delineated in the shaded areas shown on Exhibit A (the “Café Area”) and to non-exclusively use certain additional areas, including the kitchen and café hallway restroom area as depicted on Exhibit A (the “Shared Space”), pursuant to the terms and conditions set forth herein. The Café Area and the Shared Space (together, the “Premises”) encompass an estimated 2,500 square feet; and

WHEREAS, the Licensor will have the right to exclusive use of the Shared Space in the café hallway dining area from the restrooms to the gated arch when an event in the Country Club Atrium Room requires the use of the cafe hallway dining area and Licensor will provide at least seven (7) days’ notice to Licensee of its intent to use the area for an Atrium Room event.

NOW THEREFORE, in consideration of the foregoing, the promises and mutual covenants set forth in this Concession Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

Section 2. Grant of License Term. Licensor hereby grants to Licensee a revocable license and permission to enter upon and use (“License”) the Café Area and Shared Space (collectively, the Café Area and Shared Space are referred to as the “Premises”) for the sole purpose of managing the food and beverage service for the Café Area of the Country Club and as further set forth in this Agreement (“Permitted Use”). Except as specifically set forth in this License, Licensee shall not use any portion of the Premises for any other purpose without the prior written consent of Licensor, which may be conditioned, withheld or delayed in Licensor’s sole and absolute discretion. License shall be for a term commencing on November 27, 2023, and shall end at midnight on February 27, 2023 (the “Term”).

Section 3. Permitted Use. Licensor agrees that Licensee shall have the right to utilize the Premises for the Permitted Use. Licensee acknowledges and agrees that the Shared Space portion of the Premises, especially the kitchen, may also be used by the City and/or third-party caterers in connection with events held in the event space of the Country Club. Additionally, Licensee acknowledges and agrees that Licensor shall have the right to enter any portion of the Premises upon giving Licensee reasonable notice or in the event of an emergency at any time, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety or preservation thereof or to otherwise make the Premises available for inspection to third parties, including without limitation insurance examiners, building inspectors, or any other professionals directed by Licensee to inspect the Premises. Licensee further agrees that in connection with the Permitted Use, Licensee shall comply with all terms and conditions set forth in Exhibit E.

Section 4. Licensee Fee. Licensee shall pay the City a monthly Licensee Fee equal to fifteen percent (15%) of the total monthly gross revenues (less gratuities) collected from all sources of revenue by Licensee. On the fifteenth and the last day of each month, the City shall review the Toast system transaction records and any and all gross revenues collected from all sources of revenue by the Licensee. The City shall run a report to determine the total monthly gross revenues less any sales taxes, gratuities, and the cost of alcoholic beverages purchased by the City and sold by Licensee on the City's behalf (the "Monthly Gross Revenues Amount"). By the fifth (5th) business day following the fifteenth and the last day of the month, the City, shall remit to Licensee, via wire transfer, an amount equal to eighty-five percent (85%) of the Monthly Gross Revenues Amount and one hundred percent (100%) of the gratuities. The City will file and submit payment to the Florida Department of Revenue for all sales taxes due as a result of the gross revenues collected by the Licensee.

Section 5. Employees and Independent Contractors.

5.1 In connection with the operation of the Café Area and use of the Shared Space, and in the performance of its responsibilities under this Agreement, Licensee shall select, train, and employ (or otherwise retain) such number of employees and/or independent contractors, as is reasonably necessary or appropriate for Licensee to satisfy its responsibilities hereunder. Licensee shall have the authority to hire, terminate, and discipline any and all personnel employed (or otherwise retained) by the Licensee. Licensee shall select the number, function, qualifications, compensation, including benefits (if any), and may at its discretion and at any time, adjust or revise the terms and conditions relating to such employees and/or independent contractors. None of the employees or contractors of Licensee shall be deemed to be employees or contractors of the City for any purpose whatsoever. The Licensee shall ensure that at least one supervisory employee possesses a Food Service Management Certification. In addition, any Licensee staff member that will be preparing or serving food must also have a food handler certification. Licensee shall ensure that all front of the house personnel is dressed in Le Parc Café identifiable and branded uniforms to provide for a consistent, clean, and identifiable image to the public.

5.2 Any complaints by the City regarding Licensee's personnel violating a City policy or otherwise engaging in unacceptable conduct shall be reported to Licensee who shall be responsible for any discipline or other action Licensee deems appropriate.

5.3 To the extent not already included in any other indemnification provision in this Agreement, and to the fullest extent permitted by laws and regulations, Licensee shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of, resulting from, or in connection with, any claims by Licensee's employees or independent contractors related to compensation, benefits, payment of wages, including overtime wages, and any and all other employment-related claims arising, directly or indirectly, out of, or from, or on account of, this License Agreement, the Permitted Use, Licensee's operation of the Café Area or occasioned in whole or in part through the use of the Café Area or Shared Space.

Section 6. Utilities. The City shall maintain all utilities, including without limitation, water, sewer, gas, electricity, and any other utility service furnished to the Café Area and Shared Space during the Term.

Section 7. Condition of the Premises. Licensee understands and acknowledges that it has inspected the Premises and enters into this Agreement with full knowledge of the physical condition and available equipment and furniture and the suitability of the Premises for the intended food and beverage service to be provided by Licensee. Licensee further understands and acknowledges that Licensor, its employees, representatives, and agents, have not made any representation or warranty, express or implied, as to the condition of the Premises, the suitability of the Premises for Licensee's intended use or as to any other matter. Licensor and Licensee shall, together, conduct a walk-through of the Premises prior to delivery, and again upon Licensee's surrender of the Premises to inspect and document the condition thereof.

Section 8. Maintenance and Repair; Alterations, and Signage.

8.1 The Premises, including specifically the Café Area, the kitchen, and the hallway bathrooms in the Shared Space shall at all times be maintained by Licensee in a clean and sanitary manner. Without limitation of the foregoing, Licensee shall ensure that all equipment and areas used for the preparation of food shall be properly cleaned. The City shall be responsible for any repair and maintenance required in the Café Area and Shared Space, including the dishwasher lease, dishwasher soap, hood maintenance, and interceptor system maintenance. Licensee shall be responsible for any repair or maintenance required for any of Licensee's equipment and other personal property.

8.2 Licensee shall not make any alterations or improvements to the Café Area or Shared Space without the City Manager's or his or her designee's prior written consent, which may be withheld or conditioned in the City's sole and absolute discretion.

8.3 Licensee shall not erect or install any signs, lettering or placards in or around the Premises without the prior written consent of the City Manager or his or her designee. The form, color, materials, design, location, and dimensions of any sign will be subject to the City's prior written approval, not to be unreasonably withheld in its capacity as owner of the Country Club and the Premises, not in its regulatory capacity, and such signage shall comply with all applicable local governmental and any other regulations, laws, orders, or ordinances. Licensee shall, at its sole cost and expense, remove all signage at the expiration or earlier termination of the Term and repair any damage to the Premises, and/or the Country Club caused by the installation and removal of such signage.

Section 9. Insurance. Prior to the Effective Date, Licensee shall provide documented proof of insurance and Licensee shall, at its sole cost and expense, throughout the Term, comply with the insurance requirements set forth in Exhibit C.

Section 10. Independent Contractor. Licensee acknowledges entering into this Agreement as an independent contractor, and the Licensee shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Licensee's services, or those of employees of the Licensee. The City shall not withhold from sums payable to Licensee, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. Licensee, its employees or agents, will not be considered as employees of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees. Licensee is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Licensee. Licensee has no authority to bind the City to any promise, debt, default, or undertaking. Licensee and the City agree that it is not intended that any provision of the Agreement establish a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

Section 11. Indemnification. In consideration of the City granting this Licensee to Licensee, to the fullest extent permitted by laws and regulations, Licensee shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of, resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Premises or occasioned in whole or in part through the use of the Premises, including without limitation, (i) any willful, intentional, reckless, or negligent act or omission of Licensee, or its employees, agents, contractors, invitees, guests or patrons, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Licensee's obligations to pay for the City's legal defense hereunder shall arise and be fully

enforceable when Licensee is alleged to have acted willfully, intentionally, recklessly, or negligently under this Agreement or in its use of the Premises.

Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

Section 12. Compliance with Applicable Law. In performance of the services, Licensee shall comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards, including but not limited to, compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements. It shall be the responsibility of Licensee to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement. Licensee warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Licensee shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Licensee or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

Section 13. Equal Opportunity. It is understood that Licensee shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for immediate termination of the contract without liability to the City or its employees.

Section 14. Policy Regarding Conduct. All contractors, including Licensee, its employees, agents, and subcontractors, must abide by the City's policies regarding conduct. Violations of City policies will not be tolerated and if not timely corrected are grounds for termination of this Agreement without liability to the City or its employees.

Section 15. Default and Termination.

15.1 Termination for Convenience. The City may terminate this Agreement for convenience, without cause, at any time by providing 90 days' written notice to Licensee. In the event of such termination for convenience, the City shall be paid any License Fee amounts due and owing as of the date of such termination.

15.2 Events of Default. Licensee shall be in default of this Agreement if any one or more of the following events (sometimes called "Events of Default") shall occur:

(1) if Licensee fails to operate the Premises pursuant to Licensee's obligations under this Agreement; or

(2) if default shall be made by Licensee in the performance of, or compliance with, any of the covenants, agreements, or terms or conditions contained in this Agreement, including without limitation, default by Licensee in compliance or non-compliance with any and all municipal or county ordinances, resolutions or codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force, and such default shall continue for a period of thirty (30) days following written notice from the City, except to the extent other time periods for performance are provided in this Agreement; or

(3) if Licensee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Licensee, or an assignment for the benefit of creditors or of all or any substantial part of Licensee's properties; or

(4) if within ninety (90) days after commencement of any proceeding against Licensee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, such proceeding shall not have been dismissed, or stayed on appeal, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Licensee, of any trustee, receiver or liquidator of Licensee or of all or any substantial part of Licensee's properties, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated; or

(5) if Licensee ceases the continual operation of the food and beverage service in the Café Area for seven (7) continuous days in any consecutive thirty-day period during the Term, unless prevented from operating the food and beverage service in the Café Area as a result of the occurrence of a Force Majeure Event.

15.3 Termination for Cause. In the Event of a Default, the City may, at its option, terminate this Agreement and revoke the License granted herein for cause. Upon the City's termination for cause, Licensee will immediately remove itself and all related parties from the Premises. Licensee's continued occupancy of the Premises after the City terminates this Agreement will constitute trespass and may be prosecuted. If after notice of termination for cause, it is determined for any reason that Licensee was not in default, the rights and obligations of the City shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Licensee for lost profits on any services not performed, overhead, or any other type of consequential, special or indirect damages, and Licensee hereby waives same. Licensee may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days' notice of its default and an opportunity to cure.

Section 16. Surrender of the Premises. At the expiration of this Agreement, or earlier termination in accordance with the terms of this Agreement, Licensee shall

surrender the Premises in the same condition as the Premises were prior to the commencement of this Agreement, reasonable wear and tear excepted. Licensee shall remove all of its equipment and personal property upon seventy-two hours (72) of receipt of written notice from the City Manager or his or her designee unless a longer time is agreed to by the City. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of the Premises after termination of this Agreement and expiration of seventy-two-hour (72) period shall constitute trespass and may be prosecuted. In addition, Licensee shall pay to the City an amount equal to the average daily gross revenues for the Café Area over the most recent thirty-day period prior to the date of expiration or termination, per day as liquidated damages for such trespass and holding over.

Section 17. Force Majeure. Neither the City nor Licensee shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action, but shall not include financial inability of Licensee. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure, give written notice to the other party describing the circumstances and Force Majeure preventing continued performance of the obligations of this Agreement.

Section 18. Financial Records. Licensee shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Licensee shall maintain adequate records to justify all charges and costs incurred in performing the services including sales receipts, invoices for food and beverage purchases, as well as payroll records, for at least three (3) years after completion of this Agreement. Licensee agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Licensee at a location in Miami-Dade County, Florida; provided that if any such material is located outside Miami-Dade County, then, at City's option, Licensee shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy, or transcribe such material at such other location. In the event that an audit is conducted by Licensee specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Licensee, then Licensee shall file a copy of the audit report with the City's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Section 19. Waiver of Consequential Damages. Licensee waives claims against the City for consequential damages arising from or related to this Agreement or its performance, including but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any services not performed by Licensee.

Section 20. Entire Agreement; Amendment. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written; pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended, or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment or addition is or may be sought.

Section 21. Incorporation of Exhibits. All Exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.

Section 22. Attorneys' Fees. In any legal proceeding between the City and Licensee seeking enforcement of or attempting to construe any of the terms and provisions of this Agreement, or in connection with the Café Area or Shared Space described herein, including, without limitation, insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, without limitation, service of process, filing fees, court and court reporter costs, investigation costs, expert witness fees and the cost of any bonds, and reasonable attorneys' fees.

Section 23. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of the City, which consent may be withheld or conditioned in the City's sole and absolute discretion. Any assignment or delegation of rights, duties, or obligations hereunder, made by Licensee without the required prior written consent shall be void and of no effect. No such assignment shall be deemed to relieve Licensee from any liability or responsibility hereunder.

Section 24. Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid, or may be transmitted by facsimile or email transmission and addressed as follows:

If to Licensee, at:

Jose Antonio Gutierrez Font
Bonjour, LLC
Café Bonjour-Kendall
16650 SW 88th St.
Miami, FL 33196
E-mail: gutierrezfja@hotmail.com

If to the City, at:
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134
Attn: City Manager, piglesias@coralgables.com
cc: City Attorney, csuarez@coralgables.com

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Either Party may change its address for purposes of this section by giving notice to the other Party as provided herein.

Section 25. Inspection and Entry. Licensor and its authorized representatives shall have the right to enter upon the Premises at all reasonable times to inspect the same. During the Term of this license Licensor may have reasonable access to the Premises upon at least 24 hours' prior notice to Licensee for exhibiting the Premises to prospective licensees or tenants.

Section 26. Real Estate Broker. Licensee and Licensor each warrant and represent to the other party that there is no real estate broker involved in this License. It is further agreed that neither Licensee nor Licensor, respectively, have had any dealing with any other real estate broker or salesman in connection with this License, and Licensee indemnifies Licensor for compensation from any other persons relating to this License as a result of a breach of the foregoing warranties or representations. This indemnification obligation shall survive expiration or earlier termination of this License.

Section 27. Subordination. Licensee agrees that this License shall be subordinate to each and every mortgage or ground lease that is now or may hereafter be placed upon the Premises and to any and all advances to be made and all renewals, replacements, assignments, extensions and future advances of these mortgages or ground leases. Licensee agrees, upon request, to execute any document which Licensor may deem necessary to accomplish that end. If Licensee fails to do so, Licensor may execute such document in the name of Licensee, as Licensee's agent or attorney in fact.

Section 28. Authority. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

Section 29. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the State of Florida, venue in Miami-Dade County.

Section 30. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

Section 31. Severability. If any paragraph, section, sentence, clause or phrase contained in the Agreement shall become illegal, null or void, against public policy, or to otherwise be unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Agreement shall not be affected thereby.

Section 32. Waiver. The waiver of any breach of any provision hereunder by the City or Licensee shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

Section 33. Counterparts. This Agreement may be executed by each of the Parties hereto in separate counterparts and have the same force and effect as if each of the Parties had executed it as a single document. Counterparts to this Agreement may be executed and delivered by facsimile or pdf/email transmission.

Section 34. PUBLIC RECORDS LAW, FLORIDA STATUTES CHAPTER 119. Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Licensee acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Licensee also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Licensee agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein. **IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**

Section 35. SOVEREIGN IMMUNITY. Licensee acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Licensee against the City other than claims arising out of this Agreement. Specifically, Licensee acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, Licensee recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. Licensee acknowledges that it has no right and will not make claim based upon any of the following:


- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or employees;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Licensee.

[SIGNATURES ON NEXT PAGE]

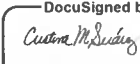
IN WITNESS WHEREOF, the parties have executed this **LICENSE AGREEMENT** as of the day and year first above written.

LICENSOR:


CITY OF CORAL GABLES, a municipal corporation of the State of Florida

DocuSigned by:

By: _____
Name: Peter J. Iglesias
Title: City Manager

Approved as to form and legal sufficiency:

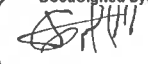
DocuSigned by:

By: _____
Name: Cristina M. Suarez
Title: City Attorney

ATTEST:

DocuSigned by:

By: _____
Name: Billy Y. Urquia
Title: City Clerk



LICENSEE
Bonjour, LLC

DocuSigned by:

By: _____
Name: Jose Antonio Gutierrez Font
Title: Manager

STANDARD MENU AND PRICES

Le Parc

• C A F É •

BREAKFAST & BRUNCH ALL DAY**FRENCH TOAST** 

Original homemade French toast served with fresh mixed berries.

13.99

CROQUE MONSIEUR 

White bread with ham, cheese, bechamel cream and melted cheese on top.

15.00

CROQUE MADAME 

White bread with ham, cheese, bechamel cream, melted cheese on top and a fried egg.

16.50

SCRAMBLED OR FRIED EGGS

One croissant (or 2 toast with butter) with fried eggs (2 eggs) or scrambled (3 eggs) and 2 toppings: ham, cheese, tomato, spinach, onion, peppers, bacon or mushrooms.

13.99

OMELETTE EGGS

One croissant (or 2 toast with butter) with omelette (3 eggs) and 2 toppings: ham, cheese, tomato, spinach, onion, peppers, bacon or mushrooms.

13.99

AMERICAN EGGS

Toasted Bread, 2 fried or scrambled eggs, bacon, 2 sausages and sautéed potatoes.

15.00

EGGS BENEDICT 

Brioche bread, ham, 2 poached eggs with Hollandaise sauce and asparagus.

15.75

KIDS BREAKFAST

2 scrambled eggs, berries and 1 French toast.

9.99

SANDWICHES ALL DAY**CHICKEN**

Grilled chicken breast, tomatoes, red onion, arugula, and special sauce made with mayo, pesto, Dijon mustard and garlic.

16.00

PROVENCE

Prosciutto ham, salami, smoked ham, Swiss cheese, pesto, sun-dried tomato and greens.

16.00

PROSCIUTTO

Prosciutto ham, sun-dried tomato, greens, pesto, Provolone Cheese, olive oil and balsamic vinegar.

16.00

HEALTHY

Roast turkey breast, smoked cheddar, cranberry marmalade, Old Style Mustard and greens.

16.00

HAM AND CHEESE

Smoked ham and cheese slices.

12.00

COMBO (SANDWICH + SOUP)

Half Sandwich (Prosciutto, Provence, Healthy or Ham and Cheese) and Small Soup of the day.

16.00

FRENCH SPECIALITIES **LAMB SHANK**

Lamb shank with rosemary honey sauce.

23.00

BEEF BOURGUIGNON

Stewed Bourguignon with fresh pasta.

23.00

LAMB STEW

Stewed Lamb with vegetables and rice.

23.00

LUNCH AND DINNER**MEAT LASAGNA WITH HAM**

Layered with meat sauce, ham, creamy bechamel and melted cheese. Bread as a side.

17.00

GRILLED SALMON

Served with 2 sides* or Spaghetti**

23.00

GRILLED MEAT (PICANHA)

Served with 2 sides* or Spaghetti**

19.00

GRILLED CHICKEN BREAST

Served with 2 sides* or Spaghetti**

17.00

2 SIDES* French fries, House Salad, White Rice, Sautéed Potatoes and/or Vegetables

SPAGHETTI** Carbonara spaghetti

SALADS ALL DAY**CAPRESE**

Fresh tomatoes, Mozzarella, pesto (made with pine kernel), basil leaves with olive oil and balsamic vinegar.

16.00

GREEK

Fresh tomatoes, mixed lettuce, Feta cheese, Kalamata olives, mixed sweet peppers and balsamic vinegar.

16.00

CAESAR

Romaine lettuce, croutons, bacon, anchovy, Parmesan cheese and Caesar dressing.

12.00

CHICKEN CAESAR

Romaine lettuce, chicken, croutons, bacon, anchovy, Parmesan cheese and Caesar dressing.

16.00

SOUPS ALL DAY

ONION	Big	12.00	TOMATO OR PUMPKIN	Big	8.00
	Small	8.00		Small	6.50

LOBSTER BISQUE Big 10.00

Le Parc

• C A F É •

QUICHE ALL DAY

LORRAINE

12.99

French savory tart filled with egg custard, bacon and ham, baked in a pie crust shell. Served with salad.

SPINACH

12.99

French savory tart filled with egg custard and spinach, baked in a pie crust shell. Served with salad.

VEGETABLE

12.99

French savory tart filled with egg custard, mushroom, tomato, pepper and onion, baked in a pie crust shell. Served with salad.

VOL AU VENT ALL DAY

TENDERLOIN

12.99

Puff pastry basket with tenderloin in stroganoff sauce, mushrooms and cream. Served with salad.

CHICKEN

12.99

Puff pastry basket with Chicken Ragù sauce, mushrooms and cream. Served with salad.

CREPES ALL DAY

COMPLETE FLORENTINE

15.50

Spinach, ham, mushroom, egg and gratine French cheese.

CHAROLAIS

15.50

Tenderloin stroganoff sauce with mushrooms, paprika and cream.

FOURAS

15.50

Chicken Ragù sauce with mushrooms and cream.

NUTELLA

14.99

Nutella and strawberries with vanilla ice cream.

CIELITO

13.99

Dulce de leche with strawberry, peach, chantilly cream and vanilla ice cream.

CROISSANTS ALL DAY

PLAIN

3.95

HAM AND CHEESE

7.49

CHOCOLATE (PAIN AU CHOCOLAT)

4.99

NUTELLA

6.50

ALMOND

5.99

ALMOND AND CHOCOLATE

5.99

FRESH & NATURAL DRINKS

LEMONADE

6.00

MINT-LEMONADE

6.00

STRAWBERRY MINT-LEMONADE

6.50

ORANGE JUICE

5.50

HOT DRINKS

CAPPUCCINO

3.99

LATTE

4.25

CORTADITO

3.50

MACCHIATO

3.50

MOCACCINO

4.50

WHITE MOCACCINO

4.50

ESPRESSO

2.99

DOUBLE ESPRESSO

3.50

CAFFÈ AMERICANO

2.99

COLADA

2.99

NUTELLA COFFEE

7.99

CHAI LATTE

5.50

MATCHA LATTE

5.50

HOT TEA

3.99

HOT CHOCOLATE

5.25

COLD DRINKS

ICE CREAM COFFEE

9.99

ICE LATTE

4.25

COLD BREW

4.25

FRENCH COLD BREW

4.99

SPARKLING WATER

3.75

CANNED SODA

2.50

ORGANIC ICE TEA

3.99

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Licensee's indemnification of the City, and during the Term of this agreement, Licensee and any of its hired sub-Contractors shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and the City Attorney's Office.

Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. All certificates of insurance or other forms evidencing coverage to the City must be acceptable to the City. The certificate holder should read, and all coverage shall be evidenced to:

City of Coral Gables, Risk Management Division
Insurance Compliance
Attn: David Ruiz, Risk Manager
Email: druiz@coralgables.com;
cityofcoralgables@ebix.com
2151 Salzedo Street, 5th Floor
Coral Gables, Florida 33134

The following documents must be provided to the City a certificate of insurance containing the following information: (i) issued to entity contracting with the City; (ii) evidencing the appropriate coverage; (iii) evidencing the required limits of liability required; (iv) evidencing that coverage is currently in force; and (v) language provided in the special provision section of the certificate of insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

Such certificates or other document evidencing all insurance coverage shall be delivered prior to operating on the Premises under this agreement. All insurance coverage evidenced to the City shall specifically identify this agreement and shall contain the express condition that the City is to be given written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.

A. The Licensee (and any of its hired sub-Contractors) shall maintain during the Term of this Agreement, except as noted, the following insurance:

1. Workers' Compensation and Employers Liability Insurance covering all employees, its hired sub-Contractors, and/or volunteers of the Licensee and/or vendor engaged in the performance of this Agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to workers' compensation insurance, with the following limits:

(i) Workers' Compensation - Coverage A

- (ii) Statutory Limits (State of Florida or Federal Act)
- (iii) Employers' Liability - Coverage B
- (iv) \$1,000,000 Limit - Each Accident
- (v) \$1,000,000 Limit - Disease each Employee
- (vi) \$1,000,000 Limit - Disease Policy Limit

2. Commercial General Liability Insurance written on an occurrence basis including, but not to; coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury, and property damage liabilities with limits of liability no less than:

- (i) Each Occurrence Limit - \$1,000,000
- (ii) Fire Damage Limit (Damage to rented premises) - \$100,000
- (iii) Personal & Advertising Injury Limit - \$1,000,000
- (iv) General Aggregate Limit - \$2,000,000
- (v) Products & Completed Operations Aggregate Limit - \$2,000,000

3. Liquor Liability- written on an occurrence basis with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

4. Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles, with a combined single limit of liability for bodily injury and property damage of not less than: Combined Single Limit (Each Accident) - \$1,000,000.

5. Crime Insurance covering the City's monetary property committed by acts of employee dishonesty; forgery or alteration; theft, disappearance, and destruction; premises theft and outside robbery; computer fraud; robbery and safe burglary; money and securities; and securities deposited with others. Such coverage shall be written on a Contract Blanket Basis, in an amount no less than \$1,000,000 per loss with a deductible of no less than \$25,000.

All liability policies shall name the City as an additional insured on a primary and non-contributory basis.

All liability insurance policies (except for liquor liability) and workers compensation shall contain a waiver of subrogation endorsement in favor of the City.

All insurance policies evidenced to the City shall contain provisions and/or be endorsed so that the City will receive written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy that has evidenced to the City. The City will accept the State of Florida statutory notice provisions (including 10-day notice for cancellation due to non-payment of premium) provided such notice is provided to the City in the same manner it is provided to the first named insured, the Licensee (and/or its hired sub-Contractors)

The standard cancellation language on a certificate of insurance does not meet this requirement.

Notices of cancellation, non-renewal or material change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 - CE
Duluth, GA 30096

Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of the required policies directly from their insurance representative for review at any time.

EXHIBIT D



**CITY OF CORAL GABLES
COMMUNITY RECREATION DEPARTMENT
ADMINISTRATIVE REGULATION**

AR#:	04.05		EFF. DATE:	6/12/01
CHAPTER:	04		NEW:	XX
FILE:	FINANCIAL POLICIES AND PROCEDURES		REVISION:	5/17/2022
TOPIC:	HANDLING OF FUNDS			
APPROVED BY:				

PURPOSE: All funds and revenue must be accounted for on a daily basis to ensure financial accountability and cash control.

POLICY: Division Managers/Supervisors will assign fund handling responsibility to personnel at their respective facilities. All funds and count sheets should be placed in secure bank bags and locked in a safe or secured area.

DEFINITIONS: *Cashier Count Sheet*-To ensure a correct cash drawer balance, the opening and closing staff completes a count sheet for individual drawer at the beginning and ending of each day. This document then should be forwarded to the site manager/supervisor verification of figures. These forms will be collected with all daily financial reports and filed on site for the fiscal year.

PROCEDURE:

1. Staff must count their bank at the beginning and end of each shift to confirm their bank amounts are correct and log amounts on *Cashier Count Sheet*.
2. Staff must sign the bank count sheet at the beginning and ending of each shift and have a manager/supervisor sign off to confirm amount.
3. Any discrepancies should be reported to shift managers/supervisors immediately.
4. When receiving cash payment, staff will take the proper amount and return proper change. All cash will be deposited in the register or holding device.
5. Checks, refund receipts, and gift cards/vouchers will also be deposited in register or holding device.
6. When customers are paying with bills larger than \$20, bills will need to be checked with a counterfeit detection pen.
7. The Department will only accept company backed checks and will not accept personal checks as a form of payment. All processed checks will be stamped with the bank stamp for deposit.
8. At the end of their work shift, each cashier will print a Daily Cash Journal log detailing the transactions they processed during the work shift.

9. Staff will reconcile the total contents of their cash drawer against the Daily Cash Journal log minus the beginning of day's starting bank. Any discrepancies (cash over/under) need to be reported to the manager/supervisor.
10. All remaining cash from transactions, Daily Cash Journal, and POS refund receipts will be placed into a banker's bag and deposited into the facility's drop safe.
11. At the end of the business day, the supervisor will proceed with the facility's daily reconcile and creating the deposit for pickup. All reports will be emailed to the Finance Department and a hard copy of all reports will be kept on site and filed daily.

EXHIBIT E

Licensor and Licensee agree that the Permitted Use shall include and be subject to the following terms and conditions:

1. Licensee shall procure, prepare, or cause to be prepared, and provide prepared and prepackaged food and beverage service, including, but not limited to meal items, non-alcoholic beverages, alcoholic beverages (beer and wine only), snacks, ice cream and similar items according to the following conditions:

A. Licensee will maintain a standard menu with prices that will be preapproved, in writing, by the City Manager or his or her designee as those set forth in the attached **Exhibit B**. The City herein approves the types of food and beverages, and prices for same, as set forth in **Exhibit B**. With the exception of daily specials, which may be added and priced on a daily basis at the Licensee's discretion, any amendments to **Exhibit B**, whether as to type of food and beverages to be sold, or as to changes in prices for same, must be approved, in writing, by the City Manager or his or her designee prior to such changes being implemented within the Café Area.

B. Licensee will provide alternative menu items such as vegetarian and gluten-free options, if viable.

C. Licensee will include a reduced-price kid's menu within the breakfast, lunch and dinner Café menu options that will also be offered to the Community Recreation Department's (the "Department") Country Club Camp participants, and which will be preapproved, in writing, by the City Manager or his or her designee.

D. The City's Country Club memberships include discounted incentives for member food and beverage purchases which may not exceed 10% of their total food and beverage order at the café.

E. The Licensee shall use products to serve food and beverage that are environmentally friendly. Specifically, the use or distribution of expanded polystyrene, single-use plastic bags, single-use plastic beverage straws and single-use plastic stirrers shall be prohibited, and Licensee shall at all times abide by Sections 2-730 and 2-731 of the City of Coral Gables City Code.

F. While the City will obtain and hold the appropriate license food service establishment license, Licensee shall meet all applicable federal, state, and local regulations governing concession food service, the Florida Department of Health, Food Safety and Sanitation regulations, the Department of Business and Professional Regulation (DBPR) mandates, including inspection and regulation of food service establishments in Florida under Chapter 509, Florida Statutes, and Florida Administrative Code, Rule 61C-4. For additional information, visit websites: Florida Department of Health: <http://www.floridahealth.gov/> and Department of Business and Professional Regulation: <http://www.myfloridalicense.com/dbpr/>.

G. Licensee shall meet inspection standards set by the Department, the DBPR Routine Food Inspections, and the Fire Marshal. If either the Department, the DBPR or the Fire Marshal report a violation, Licensee will correct the violation within thirty (30) days or prior to the next routine inspection whichever is sooner. For more information, please visit

the website: <http://www.myfloridalicense.com/dbpr/index.html>. Licensee will ensure that the Department receives a copy of the DBPR recommended daily logs, checklists, and inspection sheets monthly including temperature logs for all Licensee operated equipment, as well as a maintenance log for the fryers, hood filters, and any additional equipment which may require regular maintenance. The Licensee will provide the Department with a daily Café opening and closing checklist and update the Department if any changes are made to the checklist.

H. If the City and/or Licensee shall be warned, cited, or fined in connection with any violation or potential violation of any rules and/or regulations regarding the City's food service establishment license associated with the Café Area or other shared spaces at the Country Club, Licensee shall take any and all actions to correct such violation(s) and shall be responsible for any fines and/or fees associated with any such violation(s). Additionally, any such violation(s) of the applicable laws or regulations regarding food service which are not timely corrected shall be grounds for termination for cause of this Agreement.

I. Licensee shall ensure that at least one supervisory employee possesses a Food Service Management Certification. In addition, any Licensee staff member that will be preparing or serving food must also have a food handler certification.

J. Alcoholic Beverage Requirements- The City holds a 2COP alcoholic beverage license covering the Premises and Licensee may serve alcoholic beverages which shall be limited to beer and wine on the City's behalf. Such alcoholic beverages shall be purchased by the City with the cost of such purchases deducted from the Monthly Gross Revenues Amount. The following conditions shall apply to the sale of alcoholic beverages by Licensee on the City's behalf:

1. Licensee will be responsible for complying with Chapters 561, 562, 563 and 564, Florida Statutes, and Rule 61A-3, Florida Administrative Code, the Division's Operations Manual, and Miami-Dade County Ordinances that regulate alcoholic beverage licenses.
2. Before starting to serve alcoholic beverages under the City's alcoholic beverage license, Licensee shall submit a written plan of action, including hours of service and control methods, to the City Manager or his designee for approval.
3. If the City and/or Licensee shall be warned, cited, or fined in connection with any violation or potential violation of any rules and/or regulations regarding the City's alcoholic beverage license associated with the Premises at the Country Club, Licensee shall take any and all actions to correct such violation(s) and shall be responsible for any fines and/or fees associated with any such violation(s). Additionally, any such violation(s) of the applicable laws or regulations regarding alcoholic beverage which are not timely corrected shall be grounds for termination for cause of this Agreement.

K. Licensee may be permitted, at the City's discretion, to extend food and beverage services to other spaces at the Country Club including poolside service and catering for special events and programming at the Coral Gables Country Club.

L. Licensee will be required to offer take-out delivery services, using the Toast application system, and/or any other available delivery services (UberEATS, Grubhub, Door Dash) available to patrons.

M. Food and beverage services shall be offered daily (Monday through Sunday) to patrons from 7:00 a.m. to 8:00 p.m. with a schedule of closure for holidays and any reduced holiday hours to be approved in writing by the City Manager or his or her designee; provided, however, that if Licensee can show, to the City Manager or his or her designee's reasonable satisfaction, that, if either an increase or decrease in demand for such service exists in the Café Area, then, in that event, Licensee may request, which request shall be subject to the City Manager's or his or her designee's prior written consent, an increase or decrease, in the hours of operation.

N. The City reserves the right to temporarily close the building including the Café area for repairs, maintenance, or renovations for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year with advanced 30-days' notice unless the repairs are due to Force Majeure or any other emergency or life safety situations which may require immediate attention.

O. Because the parties agree and acknowledge that the provision of food and beverage services are a vital and principal component of this Agreement, there shall be no interruption in Licensee's provision of food and beverage services at any time during the Term (except due to temporary City closures for repairs, maintenance, or renovations or events of Force Majeure, as defined herein).

P. Licensee shall obtain, at its sole cost and expense, any Business Tax Receipts (BTRs) required by applicable City regulations, as may be amended from time to time.

Q. The City shall provide and maintain all point-of-sale hardware and software equipment necessary to process food and beverage sales transactions in the Café Area and all processing fees associated with such point-of-sale system shall be borne by the City. All food and beverage sales shall be recorded by Licensee's personnel using the City's point-of-sale equipment and software. Licensee shall be responsible for daily reconciliation of all sales and must comply with the Department's Financial Policies and Procedures No. 4.05- Handling of Funds as set forth in Exhibit D. Any cash or checks collected by Licensee shall be turned over to the City as part of the daily reconciliation and the City shall handle the deposit of such cash and checks, with the exception of cash tips which belong to the tipped employee per the Fair Labor Standards Act. Licensee will provide a daily cash change bank to provide change for the cash transactions at the Café.

R. The Café Area shall be operated under the name "Le Parc Café." Licensee understands and agrees that the "Le Parc Café" name, including the "doing business as" designation, and any branding or logos associated with such name, shall be the sole and exclusive property of the City and shall not be used without the City's prior written consent. Moreover, upon expiration or termination of this Agreement, the City shall have all rights to continue using such name in its sole discretion.

S. No later than two weeks following the Effective Date, Licensee shall actively engage in continuous collaborative marketing efforts with the City that shall include, among other marketing efforts and initiatives, the Licensee including the Le Parc Café by

Bonjour location in the Café Bonjour social media accounts and any other advertisements as an additional location operated by Café Bonjour.